

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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BRYCE YOKOMIZO  
Director

LISA NUÑEZ  
Chief Deputy



Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE J. BURKE  
Second District

ZEV YARONILAVSKY  
Third District

DOUG KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

August 15, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REVISED**

**AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 67009 WITH  
ELECTRONIC DATA SYSTEMS (EDS) CORPORATION TO CONTINUE OPERATION  
AND MAINTENANCE OF THE GAIN EMPLOYMENT ACTIVITY AND  
REPORTING SYSTEM (GEARS)  
(ALL DISTRICTS - 3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT  
YOUR BOARD:**

Approve the release of a Request for Proposals (RFP) for the reprocurement for a Greater Avenues for Independence (GAIN) Employment Activity and Reporting System (GEARS) replacement system and during the interim, as the RFP process is completed, approve and instruct the Mayor to sign the attached Amendment Number Five to Agreement Number 67009 ("Agreement") with Electronic Data Systems (EDS) Corporation ("Contractor") for operation and maintenance of GEARS. Amendment Number Five changes the Agreement as follows:

1. Extends the term of the Agreement for 12 months from December 1, 2006 through November 30, 2007, and up to two optional 6-month periods, at the DPSS Director's sole discretion, through November 30, 2008;
2. Increases the maximum Agreement amount by \$20,679,788, from \$95,320,014 to \$115,999,802. The increase of \$20,679,788 includes \$10,339,894 for the first 12 months, and \$5,169,947 for each of the two optional 6-month extensions;
3. Amends the performance bond amount to \$4 million for the extension period (December 1, 2006 – November 30, 2008); and
4. Includes current County Board policies and ordinances which will bring the Agreement up to the County standard.

*"To Enrich Lives Through Effective And Caring Service"*

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose/justification of this Amendment Number Five is to enable the County to continue operation and maintenance of GEARS under the Agreement with EDS Corporation while DPSS completes the competitive procurement process for a new vendor. The Department is in the process of finalizing a Request for Proposals (RFP) to begin this competitive procurement process. Approval of Amendment Number Five will also maintain current stability and integrity of GEARS during the transition to a new vendor. EDS Corporation has extensive knowledge of the GEARS system, has performed all required services to date in a highly professional and responsible manner, and will support transition to the new vendor.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, in particular Goal 3/Strategy 3, which is to ensure that service delivery systems such as GEARS are efficient, effective and goal-oriented, and collaborate across functional and jurisdictional boundaries, as well as Goal 4/Strategy 3, which is to strengthen the County's fiscal capacity through increased public private partnerships. Extension of the GEARS legacy system contract with EDS Corporation is included in the FY 2006-07 DPSS Business Automation Plan.

### **FISCAL IMPACT/FINANCING**

Funding required for FY 2006-07 for this Amendment Number Five is included in the Department's annual budget. Future funding will be included in subsequent fiscal year departmental budget requests. The total maximum cost of the 12-month contract extension and the two 6-month optional extensions is \$20,679,788.

Funding for this Agreement is included in the California Work Opportunity and Responsibility to Kids (CalWORKs) single allocation. As the CalWORKs Maintenance of Effort (MOE) requirement has already been met by the County, there will be no additional Net County Cost for FY 2006-07.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 17, 1993, the Board approved the original Agreement Number 67009 between the County and EDS Corporation for GEARS. The Agreement was for a 5-year term plus twelve one-month options, which expired on November 30, 1999.

On December 19, 1995, the Board approved Amendment Number One to the Agreement, which enabled implementation of the State mandated Cal-Learn program.

On December 17, 1997, the Board approved Amendment Number Two to the Agreement, which enabled the Department to proceed with important system changes, including the California Work Pays Demonstration Project, GEARS/Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER) Interface, and Century Date Processing.

On December 15, 1998, the Board approved Amendment Number Three to the Agreement, which enabled the Department to proceed with the modifications and enhancements necessary to reflect changes for the CalWORKs and Welfare-to-Work Programs. Amendment Number Three extended the term of the Agreement for 24 months, from December 1, 1998 through November 30, 2000, and retained the 12 one-month options to extend the Agreement through November 30, 2001.

On October 30, 2001, the Board approved Amendment Number Four to the Agreement, which extended the term of the Agreement for 36 months, from December 1, 2001 through November 30, 2004, and authorized 24 one-month options to extend the Agreement through November 30, 2006.

Board policy, Assignment and Delegation language, is revised and Contractor is not required to notify County, or obtain prior written consent from County, if any shareholders, partners, members, or other equity holders of Contractor transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. Contractor, however, is still required to notify County, and obtain County's prior written consent, of any assignment or delegation of Contractor's duties under this Agreement. Failure to obtain County's prior written consent shall be considered a material breach which may result in termination of this Agreement. In the event of such termination, County shall be entitled to pursue all remedies against Contractor as it could pursue in the event of default or other breach by Contractor under this Agreement.

The Contractor will not be asked to perform services which will exceed the approved contract amount, scope of work and contract dates.

The Contractor is in compliance with all Board and Chief Administrative Officer requirements. The proposed Amendment Number Five has been reviewed by the Chief Information Officer and approved as to form by the Office of the County Counsel as well as by outside counsel, Mitchell, Silberberg & Knupp LLP. This Amendment is contingent on receipt of State approval. This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

### **CONTRACTING PROCESS**

DPSS has exercised all renewal options under this Agreement. The existing GEARS Agreement with EDS Corporation expires on November 30, 2006. Currently, DPSS is in the process of obtaining a new vendor through competitive procurement estimated to be released in September 2006; however, the vendor will not be available until after expiration of the current Agreement. Accordingly, DPSS seeks to extend this current

Agreement with Amendment Number Five. Because EDS Corporation has the required GEARS system history and expertise to fully support the County's needs during the procurement process, and has agreed to provide all necessary transition support, DPSS recommends that your Board approve an extension with EDS Corporation. With EDS Corporation as the GEARS legacy vendor, the Department seeks to mitigate any unnecessary risks that would be associated with procuring and transitioning this mission critical system to another interim legacy vendor with less GEARS knowledge prior to completion of the solicitation process.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

GEARS is an essential automated system that supports the CalWORKs Welfare-to-Work program. As the primary GAIN Program tracking system, GEARS performs critical business processes which support case assignment, case management, and the scheduling and tracking of work experience referrals, post-employment services, and supplemental and supportive services. Board approval of Amendment Number Five will allow DPSS to retain the current GEARS contractor throughout the proposal process and will assure that critical services to the County will be maintained until a replacement vendor has been selected.

**CONCLUSION**

The Executive Office, Board of Supervisors is requested to return three adopt stamped Board letters and three signed copies of Amendment Number Five to Bryce Yokomizo, Director of the Department of Public Social Services.

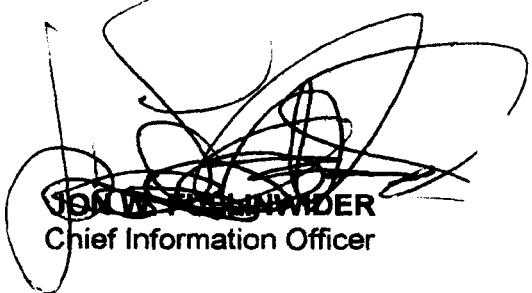
Respectfully submitted,

  
**BRYCE YOKOMIZO**  
Director

BY/JWF:kg

Attachment

- c: Executive Officer, Board of Supervisors  
Chief Administrative Officer  
County Counsel  
Chair, Information Systems Commission  
Auditor-Controller

  
**JULIE REINHART**  
Chief Information Officer



AMENDMENT NUMBER FIVE TO AGREEMENT 67009  
BETWEEN THE COUNTY OF LOS ANGELES  
AND ELECTRONIC DATA SYSTEMS CORPORATION  
FOR A  
GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM  
(GEARS)  
AUGUST 2006

**AMENDMENT NUMBER FIVE TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 67009**

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**EXHIBITS**

Exhibit C (Schedule of Deliverables and Payments), Section VIII

Exhibit H (Contractor Employee Jury Service Program)

Exhibit I (Safely Surrendered Baby Law)

**AMENDMENT NUMBER FIVE TO**  
**COUNTY OF LOS ANGELES AGREEMENT 67009**

**RECITALS**

WHEREAS, The County of Los Angeles ("COUNTY") wishes to amend COUNTY Agreement No. 67009 ("Agreement") between COUNTY and Electronic Data Systems Corporation ("CONTRACTOR"), including Change Notice Number One, dated January 1, 1994, Change Notice Number Two, dated February 17, 1994, Change Notice Number Three, dated April 17, 1995, Change Notice Number Four, dated September 16, 1996, Change Notice Number Five, dated November 7, 1996, Change Notice Number Six, dated May 8, 1998, Change Notice Number Seven, dated November 30, 2000, Change Notice Number Eight, dated December 1, 2003, Change Notice Number Nine, dated April 12, 2005, Change Notice Number Ten, dated November 21, 2005, Amendment Number One, dated December 19, 1995, Amendment Number Two, dated December 16, 1997, Amendment Number Three, dated December 15, 1998, and Amendment Number Four, dated October 30, 2001, to extend the Agreement up to two (2) years for the successful development and implementation of a GEARS Replacement System and to make other changes in the Agreement; and

WHEREAS, CONTRACTOR, for valuable consideration set forth in this Amendment Number Five to Agreement, wishes to perform the modification, enhancement, support, and supply responsibilities described herein;

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto hereby further agree as follows throughout and hereinafter.

**1. APPLICABLE DOCUMENTS**

Agreement Subparagraph 2.1 (Interpretation) of Paragraph 2.0 (APPLICABLE DOCUMENTS) is hereby amended by adding the following:

- "10. Exhibit H - CONTRACTOR EMPLOYEE JURY SERVICE
- 11. Exhibit I - SAFELY SURRENDERED BABY LAW FACT SHEET"

**2. DEFINITIONS**

Agreement Paragraph 3.0 (DEFINITIONS) is hereby amended by adding the following:

**"3.22 Refugee Employment Program (REP)**

REP is a federally funded program through the Office of Refugee Resettlement Services (ORR). REP serves refugees, asylees (i.e.,

individuals who are granted either political asylum or religious persecution asylum in the United States and who are eligible for REP services from the date an asylum is granted), Cuban and Haitian entrants, victims of human trafficking and victims of torture."

### **3. TERM**

Agreement Paragraph 4.0 (TERM) is hereby amended by adding Subparagraph 4.2, as follows:

"4.2 The term of this Agreement is extended for an additional twelve (12) months, upon execution of this Amendment Number Five by the COUNTY's Board of Supervisors from December 1, 2006, and shall expire at 12 midnight, November 30, 2007, unless sooner terminated or later extended, in whole or in part.

4.2.1 At COUNTY's sole discretion, the term of this Agreement may be further extended beyond November 30, 2007, for up to two (2) additional six-month periods, by the DPSS Director, at his/her sole discretion, by written notice to CONTRACTOR thirty (30) days prior to the expiration of the then contract term. If the DPSS Director exercises the two (2) options to further extend this Agreement, this Amendment Number Five shall extend the term of this Agreement a total of twenty-four (24) months, to 12 midnight, November 30, 2008."

### **4. CONTRACT SUM**

Agreement Paragraph 5.0 (CONTRACT SUM) is hereby amended by adding Subparagraph 5.6.2, as follows:

"5.6.2 The Maximum Contract Sum for the twenty-four (24) month period of this Agreement, from December 1, 2006 to November 30, 2008, including all applicable taxes, authorized by COUNTY hereunder shall not exceed Twenty Million Six Hundred Seventy-Nine Thousand Seven Hundred and Eighty-Eight Dollars (\$20,679,788), as follows:

5.6.2.1 A maximum of Ten Million Three Hundred Thirty-Nine Thousand Eight Hundred Ninety-Four Dollars (\$10,339,894) for the twelve (12) month extension period (December 1, 2006 to November 30, 2007); and

5.6.2.2 A maximum of Five Million One Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$5,169,947) for the first six (6) month optional extension period (December 1, 2007 to May 31, 2008); and

5.6.2.3 A maximum of Five Million One Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$5,169,947) for the second

six (6) month optional extension period (June 1, 2008 to November 30, 2008)."

**5. INVOICES AND PAYMENTS**

Agreement Subparagraph 6.1 of Paragraph 6.0 (INVOICES AND PAYMENTS) is amended by changing the name and address of COUNTY's Project Director to whom invoices are submitted :

FROM: "Bill McFadden, Chief  
Computer Services Division  
Department of Public Social Services  
12400 East Imperial Highway, Suite 5001  
Norwalk, CA 90650"

TO: "Russ Hibbs, Chief  
County of Los Angeles  
Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue  
El Monte, CA 91731"

**6. WORK**

Agreement Paragraph 7.0 (WORK) is hereby amended by deleting Subparagraph 7.3 in its entirety and by substituting the following in lieu thereof:

"7.3 CONTRACTOR warrants and represents that it has the professional skills, technological capabilities, and experience to provide to COUNTY those transition and conversion support services described herein according to the terms of the Agreement and Amendment Number Five."

**7. PERFORMANCE SECURITY**

Agreement Paragraph 9.0 (PERFORMANCE SECURITY) is hereby amended by deleting Subparagraphs 9.1, 9.1.1 and 9.1.2, in their entirety, and by substituting the following in lieu thereof:

"9.1 Form and Deposit

No later than the date CONTRACTOR first begins performance under this Amendment Number Five extension period (December 1, 2006 – November 30, 2008), CONTRACTOR shall furnish Performance Security to COUNTY as defined below.

#### 9.1.1 Preferred Form

COUNTY requires a performance bond in an amount not less than Four Million Dollars (\$4,000,000) for the Amendment Number Five extension period (December 1, 2006 – November 30, 2008), payable to the County of Los Angeles and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance of CONTRACTOR of the terms and conditions of the Agreement, and shall be renewed by CONTRACTOR to provide for continuing liability during the term of this Agreement in an amount not less than Four Million Dollars (\$4,000,000).

#### 9.1.2 Alternative Form

CONTRACTOR shall deliver to COUNTY either certificate(s) of deposit or a clean, evergreen, irrevocable standby letter of credit, either choice in a total amount of not less than twenty percent (20%) of the Contract Sum for the Amendment Number Five extension period (December 1, 2006 – November 30, 2008), as Performance Security, unless the preferred form, defined in subparagraph 9.1.1, is approved. All approved instruments shall be payable to the "County of Los Angeles" and mailed to COUNTY Project Manager, Susan Bosquit, Administrative Services Manager III, County of Los Angeles, Department of Public Social Services, Eligibility Systems Division 9320 Telstar Avenue, El Monte, CA 91731."

### 8. **ADMINISTRATION OF AGREEMENT**

- a. Agreement Subparagraph 10.1.1 of Subparagraph 10.1 (COUNTY) is amended by changing the name and address of COUNTY's Project Director:

FROM: "Bill McFadden, Chief  
Computer Services Division  
Department of Public Social Services  
12400 East Imperial Highway, Suite 5001  
Norwalk, CA 90650"

TO: "Russ Hibbs, Chief  
County of Los Angeles  
Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue  
El Monte, CA 91731  
Telephone: (626) 312-6001"

- b. Agreement Subparagraph 10.2 (COUNTY'S Project Manager) is added to Paragraph 10.0 (ADMINISTRATION OF AGREEMENT) as follows:

“10.2 COUNTY's Project Manager

10.2.1 COUNTY's Project Manager for this Agreement shall be the following person, or his/her designee:

Susan Bosquit, Administrative Services Manager III  
County of Los Angeles  
Department of Public Social Services  
Eligibility Systems Division  
9320 Telstar Avenue  
El Monte, CA 91731  
Telephone: (626) 312-6004

10.2.2 COUNTY's Project Manager shall be responsible for the day-to-day operations and to administer the Agreement operations of the GEARS System and Agreement.

10.2.3 COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.”

**9. STANDARD TERMS AND CONDITIONS**

- a. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by deleting Paragraph 9.0 (ASSIGNMENT AND DELEGATION), in its entirety, and substituting the following in lieu thereof:

“9.0 ASSIGNMENT AND DELEGATION

- 9.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, given in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 9.2 Any attempted assignment or delegation of CONTRACTOR's duties under this Agreement, or both, whether in whole or in part, without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default or other breach by CONTRACTOR.”

- b. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by deleting Paragraph 36.0 (RENEGOTIATION OF PAYMENT OBLIGATIONS), in its entirety, and substituting the following in lieu thereof:

**"36.0 BUDGET REDUCTIONS**

36.1 In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Agreement shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Agreement."

- c. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by deleting Subparagraph 37.2 (Consideration of Hiring GAIN Program Participants), in its entirety, and substituting the following in lieu thereof:

**"37.2 Consideration of Hiring GAIN/GROW Program Participants**

37.2.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

37.2.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority."

- d. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by deleting Subparagraphs 40.1, 40.2 and 40.3 of Paragraph 40.0 (CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM), in their entirety, and substituting the following new Subparagraph 40.1 in lieu thereof:

"40.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

- e. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by deleting Paragraph 44.0 (CONTRACTOR RESPONSIBILITY AND DEBARMENT), in its entirety, and substituting the following in lieu thereof:

**"44.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 44.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible Contractor's.
- 44.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements CONTRACTOR may have with COUNTY.
- 44.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

- 44.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 44.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 44.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 44.7 CONTRACTOR has been debarred for a period longer than five (5) years, CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- 44.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the

Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

44.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

44.10 These terms shall also apply to Subcontractors of COUNTY CONTRACTOR's."

- f. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by adding Paragraph 45.0 (COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM) as follows:

**"45.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**45.1 Jury Service Program**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

**45.2 Written Employee Jury Service Policy**

45.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

45.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any

California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under the Agreement, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

45.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

45.2.4 CONTRACTOR's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach."

- g. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by adding Paragraph 46.0 (NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW) as follows:

**"46.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet, set forth in Exhibit I (Safely Surrendered Baby Law Fact Sheet), is incorporated by reference into and made a part of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.”

- h. Agreement Exhibit A (STANDARD TERMS AND CONDITIONS) is hereby amended by adding Paragraph 47.0 (RECYCLED BOND PAPER) as follows:

**“47.0 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.”

**10. EXHIBIT C - SCHEDULE OF DELIVERABLES AND PAYMENTS**

Agreement Exhibit C (SCHEDULE OF DELIVERABLES AND PAYMENTS) is amended by adding Section VIII.

**11. AMENDMENT NUMBER FIVE EFFECTIVE DATE**

This Amendment Number Five is effective upon approval and execution by the Board of Supervisors.

**12. OTHER AGREEMENT PROVISIONS**

Except as herein provided in this Amendment Number Five to Agreement, all terms and conditions of Agreement shall remain unchanged, and in full force and effect.

**AMENDMENT NUMBER FIVE TO**

**COUNTY OF LOS ANGELES AGREEMENT NUMBER 67009**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Five to Agreement 67009 to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment Number Five to Agreement 67009 to be subscribed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

\_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer of the Board of Supervisors  
County of Los Angeles

By \_\_\_\_\_  
Deputy

ELECTRONIC DATA SYSTEMS  
CORPORATION

By \_\_\_\_\_

Name STEVEN L BAILEY

Title VP STATE & LOCAL GOV EDS

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Richard Bloom  
Deputy County Counsel

**AMENDMENT NUMBER FIVE**

**EXHIBIT C**

**SCHEDULE OF DELIVERABLES AND PAYMENTS**

**Section VIII**

## EXHIBIT C

### **Schedule of Deliverables and Payments**

#### **VIII. Deliverables and Payments for Agreement Term December 1, 2006 through November 30, 2008.**

##### **10.0 SYSTEM OPERATION AND SUPPORT**

##### **10.1 System Operation:**

Fixed rate of Four Hundred Seventy-Five Thousand Dollars (\$475,000) per month for up to six million (6,000,000) transactions per month, including production and quality control environments.

The rate of Four Cents (\$0.040) per transaction, applies to each transaction in excess of six million (6,000,000) and up to seven million (7,000,000) per month including production and quality control environments.

The rate of Four and One-Half Cents (\$0.045) per transaction, applies to each transaction in excess of seven million (7,000,000) transactions per month including production and quality control environments.

Maximum Contract Sum for 10.1 (System Operation) for the twenty-four (24) month period of this Agreement (December 1, 2006 to November 30, 2008) shall not exceed Fifteen Million Six Hundred Thousand Dollars (\$15,600,000).

Maximum Contract Sum for 10.1 (System Operation) for the twelve (12) month extension period (December 1, 2006 to November 30, 2007) shall not exceed Seven Million Eight Hundred Thousand Dollars (\$7,800,000).

Maximum Contract Sum for 10.1 (System Operation) for the first six (6) month optional extension period (December 1, 2007 to May 31, 2008) shall not exceed Three Million Nine Hundred Thousand Dollars (\$3,900,000).

Maximum Contract Sum for 10.1 (System Operation) for the second six (6) month optional extension period (June 1, 2008 to November 30, 2008) shall not exceed Three Million Nine Hundred Thousand Dollars (\$3,900,000).

##### **10.2 System Support**

##### **A. Modifications and Enhancements**

Initial seven hundred (700) modification/enhancement development hours (for total work performed in the aggregate by standard programmers and database administrators) each month for this period are included in the fixed rate in 10.1 ("Base Hours").

Fixed rate of Ninety-Nine Dollars (\$99) per hour for modification/enhancement developers applies to each hour in excess of the Base Hours monthly, for modifications, enhancements and ad hoc programming by standard programmers.

Fixed rate of One Hundred Ten Dollars (\$110) per hour for database administrator staff applies to each hour in excess of the Base Hours monthly, for database modification and enhancement work performed by database administrators.

In addition to the production database, CONTRACTOR will provide separate databases for quality control and training. The cost for creation and maintenance of these databases is included in the fixed rate in 10.1.

CONTRACTOR will provide dedicated quality assurance testing staff at the fixed rate of Seven Thousand Five Hundred Dollars (\$7,500) per month for each staff person who performs dedicated quality assurance testing on a full-time (forty (40) hours per week for each month in which payment is sought) or pro-rated basis. COUNTY must approve in advance the number of dedicated testing staff. Prior to the beginning of each month, COUNTY must approve the number of projected dedicated testing staff and the projected hours for each such dedicated testing staff person.

One download of system data onto a DLT tape medium per month is included at no additional cost to COUNTY. Additional downloads, requested by COUNTY, will be at a fixed rate of \$2,000 per download.

During the transition from the current GEARS system to a new vendor, three (3) downloads of production data, not including archived data, will be provided at no additional cost to the COUNTY. Additional downloads of production data, requested by COUNTY, will be at the fixed rate of One Thousand Five Hundred Dollars (\$1,500) per download.

During the transition from the current GEARS system to a new vendor, if requested by COUNTY, one (1) download of system data, including all archive data via electronic file transfer, will be provided at a fixed rate of Two Thousand Five Hundred Dollars (\$2,500). Additional downloads of system data requested by COUNTY, including all archive data, will be at the fixed rate of Four Thousand Dollars (\$4,000) per download.

B. Print Lines:

Number of Print Lines	Charge
Up to and including twenty million (20,000,000) print lines per month	No charge
Over twenty million (20,000,000) per month	Fifteen Thousand Dollars (\$15,000)

C. Other Support Services and Supplies

CONTRACTOR's charges for providing all other support services and supplies shall be approved in advance in writing

by COUNTY's Project Director. In no event shall CONTRACTOR's labor rate exceed One Hundred Ten Dollars (\$110) per hour, nor shall CONTRACTOR's charges for other services and supplies exceed competitive market rates.

CONTRACTOR's help desk support on Work Days (7:00 a.m. PST to 7:00 p.m. PST, Monday through Friday) is provided at no cost to COUNTY. CONTRACTOR's help desk support shall be billed at the rate of Forty Dollars (\$40) per hour for Saturdays. In the event that COUNTY chooses to have Saturday help desk support via pager, travel time will be included in the hourly rate of Forty Dollars (\$40) in response to a help desk call and downtime which occurs will not be included in the downtime calculation described in Exhibit A, Standard Terms and Conditions, Section 5.0, Downtime Credits.

The issuance of TelNet IDs for this period shall be billed at the rate of Twelve Dollars (\$12) per month per user, to include any and all current and future TelNet User IDs.

Fixed rate of Sixty Three Thousand Four Hundred Thirty Seven Dollars (\$63,437) for the GEARS web project monthly maintenance.

Fixed rate of Four Thousand Dollars (\$4,000) per month for the LEADER recon processing.

Fixed Monthly Expense of Thirteen Thousand Seven Hundred Dollars (\$13,700) for Warehousing Project data download.

**D. Training**

If requested by COUNTY, CONTRACTOR shall develop and conduct a one (1) day seminar on writing functional specifications for fifteen (15) COUNTY staff. CONTRACTOR'S charges for developing and conducting one (1) seminar are included in the fixed rate in 10.1. Additional seminars authorized by COUNTY will be conducted at the fixed rate of Five Hundred Dollars (\$500) per session.

If requested by COUNTY, CONTRACTOR shall develop and conduct two (2) Super Natural training courses (ad hoc reporting courses to allow COUNTY staff to create COUNTY-generated reports as necessary) accommodating ten (10) students in each course. CONTRACTOR's charges for developing and conducting two (2) Super Natural training courses are included in the fixed rate in 10.1. Additional training courses authorized by COUNTY will be conducted at the fixed rate of Two Thousand Five Hundred Dollars (\$2,500) per course.

Maximum Contract Sum for 10.2 A, B, C, and D (System Support) for the twenty-four (24) month period of this Agreement (December 1, 2006 to November 30, 2008) shall not exceed Five Million Seventy Nine Thousand Seven Hundred Eighty-Eight Dollars (\$5,079,788).

Maximum Contract Sum for 10.2 A, B, C, and D (System Support) for the twelve (12) month extension period (December 1, 2006 to November 30, 2007) shall not exceed Two Million Five Hundred Thirty

Nine Thousand Eight Hundred Ninety Four Dollars (\$2,539,894).

Maximum Contract Sum for 10.2 A, B, C, and D (System Support) for the first six (6) month optional extension period (December 1, 2007 to May 31, 2008) shall not exceed One Million Two Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$1,269,947).

Maximum Contract Sum for 10.2 A, B, C, and D (System Support) for the second six (6) month optional extension period (June 1, 2008 to November 30, 2008) shall not exceed One Million Two Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$1,269,947).

#### **TOTAL**

Maximum Contract Sum for Agreement Term (December 1, 2006 to November 30, 2008) (See Subparagraph 5.6.2 of Agreement (Contract Sum) as amended by this Amendment Number Five) shall not exceed Twenty Million Six Hundred Seventy-Nine Thousand Seven Hundred Eighty-Eight Dollars (\$20,679,788).

Maximum Contract Sum for the twelve (12) month extension period (December 1, 2006 to November 30, 2007) (See Subparagraph 5.6.2 of Agreement (Contract Sum) as amended by this Amendment Number Five) shall not exceed Ten Million Three Hundred Thirty-Nine Thousand Eight Hundred Ninety-Four Dollars (\$10,339,894).

Maximum Contract Sum for the first six (6) month optional extension period (December 1, 2007 to May 31, 2008) (See Subparagraph 5.6.2 of Agreement (Contract Sum) as amended by this Amendment Number Five) shall not exceed Five Million One Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$5,169,947).

Maximum Contract Sum for the second six (6) month optional extension period (June 1, 2008 to November 30, 2008) (See Subparagraph 5.6.2 of Agreement (Contract Sum) as amended by this Amendment Number Five) shall not exceed Five Million One Hundred Sixty Nine Thousand Nine Hundred Forty-Seven Dollars (\$5,169,947).

**AMENDMENT NUMBER FIVE**

**EXHIBIT H**

**CONTRACTOR EMPLOYEE JURY SERVICE**

**Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**AMENDMENT NUMBER FIVE**

**EXHIBIT I**

**SAFELY SURRENDERED BABY LAW FACT SHEET**

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail for abandoning their baby if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally,  
confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for  
abandonment

Does not require that names be given when the baby  
is surrendered

Permits parents to bring a baby within 3 days of birth  
to any hospital emergency room in California

**In California, no one ever  
has to abandon a child again.**

**no shame.**

**no blame.**

**no names.**

**now there's a way  
to safely surrender  
your baby**



**State of California**  
Arnold Schwarzenegger, Governor  
**Health and Human Services Agency**  
S. Kimberly Belshé, Secretary  
**Department of Social Services**

<http://www.babysafe.ca.gov/res/pdf/SSBCampaign.pdf>



It's a new law. Under this law, a person may surrender their baby confidentially without fear of arrest or prosecution for abandonment.

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on this brochure. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have lawful custody.

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

Once the parent(s) has safely turned over the baby, they are free to go.

The parent(s) may take the bracelet back to the hospital. Under the SSB Law, a parent has at least 14 days to claim his or her infant. Hospital personnel will provide information about the baby.

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was another child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician and was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Los Angeles County  
Safely  
Surrendered  
Baby  
Hotline**



**(877) BABY SAFE**

**Toll Free (877) 222-7233**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.